

215 Depot Court  
Estoppel Certificate

April 19, 2005

CWCapital LLC  
One Charles River Place  
63 Kendrick Street  
Needham, Massachusetts 02494

Ladies and Gentlemen:

The undersigned certifies to CWCapital LLC as of the date hereof as follows:

1. It is the tenant under a lease dated August 1, 2001 (the "**Lease**") between Depot Court, LLC, successor to McKinley Properties, L.C., as landlord (together with its successors and assigns, "**Landlord**"), and the undersigned, as tenant ("**Tenant**"), for premises (the "**Leased Premises**") consisting of the building located at 215 Depot Court, S.E., Leesburg, Virginia (the "**Building**"). All capitalized terms not otherwise defined herein shall have the meanings provided in the Lease.

2. The Lease is in full force and effect. The Lease has not been amended, modified or supplemented except as set forth on Exhibit A to this Estoppel Certificate

3. There are no other agreements or understandings, whether written or oral, between Tenant and Landlord with respect to the Lease, the Leased Premises or the Building.

4. Tenant has accepted possession of and occupies the entire Leased Premises under the Lease. The term of the Lease commenced on July 1, 2003, and expires on June 30, 2008, subject to the following renewal options: Up to five additional terms of one year each.

5. The monthly fixed, minimum or basic rent under the Lease is \$47,605.25 and has been paid through the month of April 2005. The next monthly fixed minimum or basic rent payment is due May 10, 2005. The fixed minimum or basic rent is subject to rental increases as set forth in the lease as follows: Three percent (3%) per year, and the last increase covers the period from July 1, 2004 through June 30, 2005. All other sums or charges due and payable under the Lease by Tenant have been paid in full and no additional rents, percentage rents or other sums or charges have been paid for more than one (1) month in advance of the due date thereof. The total additional rent payable by Tenant is None. The obligation to pay rent began on July 1, 2003. Tenant's percentage share of reimbursements is none.

6. The amount of the security deposit is: None.

7. To the best of Tenant's knowledge, both Tenant and Landlord have performed all of their respective obligations under the Lease and Tenant has no knowledge of any event which with the giving of notice, the passage of time or both would constitute a default by Landlord under the Lease.

8. To the best of Tenant's knowledge, Tenant has no claim against Landlord and no offset or defense to enforcement of any of the terms of the Lease. Tenant has not advanced any funds for or on behalf of Landlord for which Tenant has a right to deduct from or offset against future rent payments.

9. To the best of Tenant's knowledge, all improvements required to be completed by Landlord have been completed with the exception of certain items necessary for compliance with the Americans with Disabilities Act (ADA) that are enumerated on Attachment A hereto). There are no sums due to Tenant from Landlord. Landlord has not agreed to grant Tenant any free rent or rent rebate or to make any contribution to tenant improvements. Landlord has not agreed to reimburse Tenant for or to pay Tenant's rent obligation under any other lease.

10. Tenant has not assigned the Lease and has not subleased the Leased Premises or any part thereof.

11. To the best of Tenant's knowledge, Tenant has no right or option pursuant to the Lease or otherwise to purchase all or any part of the Leased Premises or the Building.

12. To the best of Tenant's knowledge, no voluntary actions or involuntary actions are pending against Tenant under the bankruptcy laws of the United States or any state thereof.

13. Attached hereto as Exhibit A is a true copy of the Lease and all amendments, modifications and supplements thereto.

14. In the event that Lender succeeds to the interest of Landlord or any successor to Landlord, then, provided Lender shall assume all obligations of the Lease and agree to quiet possession by Tenant, Tenant hereby agrees to attorn to and accept Lender and to recognize Lender as its landlord under the Lease for the then remaining balance of the term thereof, and upon request of Lender, Tenant shall execute and deliver to Lender an agreement of attornment reasonably satisfactory to Lender.

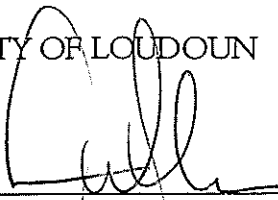
The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this letter on behalf of Tenant.

Tenant acknowledges that you will rely on this letter in making a loan or otherwise extending credit to Landlord. The information contained in this letter shall be for your benefit and for the benefit of your successors and assigns.

Very truly yours,

COUNTY OF LOUDOUN

By:



Name: Jay Synder

Title: Director of General Services

Approved as to Form:

  
Assistant County Attorney

## EXHIBIT A

### COPY OF LEASE AND AMENDMENTS

Lease, dated August 1, 2001, consisting of Lease, Attachment # 1, Exhibit A Work Letter, Exhibit B Non-Disturbance Agreement, and Exhibit C Voice/Data Wiring and Cabling Specifications, totaling 23 pages.

First Amendment, dated February 25, 2002, consisting of three pages.

Second Amendment, fully executed on February 27, 2003, consisting of two pages.

Third Amendment, dated February 25, 2003, consisting of three pages.